

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

J-SQUARED TECHNOLOGIES, INC., a Canadian)
corporation, and J-SQUARE TECHNOLOGIES)
(OREGON) INC., an Oregon corporation,)
Plaintiffs,)
v.) C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)
Defendant.)

EXHIBIT 21

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DATED: April 13, 2006

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4 J-SQUARED TECHNOLOGIES, INC., a)
5 Canadian corporation, and)
6 J-SQUARED TECHNOLOGIES (OREGON),)
7 INC., an Oregon corporation,)
8)
9 Plaintiffs,)
10)
11 vs.) C.A. No. 04-960-SLR
12)
13 MOTOROLA, INC., a Delaware)
14 corporation,)
15 Defendant.)
16)
17)
18)
19)
20)
21)
22 Job No. 7520)
23
24 REPORTED BY: MICHAEL H. DIPPEL, RPR
25 Arizona CR No. 50716
 Nevada CCR No. 701
 California CSR No. 9409

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13 KAELYN MEEK, LEGAL VIDEOGRAPHER

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18 DEPOSITION OF DENNIS ROBINSON, taken
19 at 40 North Central Avenue, Phoenix, Arizona, on
20 Monday, December 5, 2005, at 9:42 a.m., before
21 Michael H. Dippel, Registered Professional Reporter
22 and Certified Reporter No. 50716 in and for the State
23 of Arizona.

24

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1 essentially written acknowledgements from the
2 customers -- from a customer -- the appropriate contact
3 within the customer confirming the decision to use the
4 product in production. They were also criteria for
5 monetary thresholds that had to be met for design-in
6 criteria. I don't recall what the specific monetary
7 thresholds were, but they have to order so much stuff.

8 And then also, in writing -- again, this is
9 inclusive of the criteria, maybe not exhaustive of
10 criteria -- that there was -- needed to be, in writing,
11 some forecast, again, from the appropriate personnel
12 from the company describing their usage over some
13 period of time, and that usage needed to hit certain
14 monetary thresholds.

15 Q. Okay. Did the design-win process -- I mean,
16 was that something that you were monitoring for ES West
17 and J-Squared Oregon?

18 A. I wasn't monitoring it. I was included in
19 it. It was -- it's rolled up under me. There was
20 no -- there is no distinction between a J-Squared
21 design in and a Dennis Robinson design in.

22 Q. Okay. Well, would it be fair to say that, on
23 Motorola's side, you would be the person in the best
24 position to identify whether the thresholds had been
25 met for a design in?

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1 A. Certainly, from the standpoint of monitoring
2 the application for the design in, I was the guy.

3 Q. Right.

4 A. I did the work. That is what I did.

5 Q. All right. So you -- I don't know if this
6 happened or not, but humor me. I mean, you could have
7 been at the dinner table when the client -- the client,
8 prospect, customer -- whatever you want to say -- and
9 you and a J-Squared employee were there when they said,
10 we've done it. Here's my order? You could have done
11 it at that point? If there was anybody there from
12 Motorola, it would have been you?

13 A. Most likely.

14 Q. And that would have been for J-Squared and
15 the other manufacturer rep that you oversaw?

16 A. Yes.

17 Q. So you were -- you were in the best position
18 to monitor the manufacturer's rep's performance in
19 terms of the design wins?

20 A. Yeah, that's a fair statement.

21 Q. Okay. Who would have performed that
22 design-win function for Motorola prior to its entering
23 into these manufacturers' reps contracts?

24 A. Who did the job before we had -- myself.

25 Q. Was it at some point recognized that we

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1 needed more people to be performing that function, "we"
2 being Motorola?

3 A. Again, I wasn't -- I don't know. I don't
4 know.

5 Q. Okay. That's a fair answer. Nobody's going
6 to get penalized for I-don't-know answers. So if
7 that's the case, it's a fair answer.

8 And you agree that this design-win function,
9 at least under the manufacturer's rep's contracts, in
10 that dynamic, the manufacturer's rep's primary focus
11 would be that high-level chronology we discussed from
12 getting them the doughnuts to signing the contract and
13 product being purchased?

14 A. That's -- that's correct. That's their
15 primary responsibility. That's my primary
16 responsibility.

17 Q. And you would be working hand in hand with
18 them to do that?

19 A. Most often.

20 Q. So you shared -- both the rep and the BDM
21 shared a responsibility in achieving those results?

22 A. That's correct.

23 Q. Okay. Now that we've got the tutorial on the
24 design wins, could you compare that to my earlier
25 question where we wanted to understand how the run rate

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1 Q. As far as you were concerned, was J-Squared
2 performing under its contract as of the date that you
3 requested this information?

4 A. My -- no. As I recall, when we rolled that
5 up, they were short against their criteria.

6 Q. Well, we'll get to that. I'm talking about
7 before you actually saw the information.

8 Did you have anything -- any information that
9 would lead you to believe that J-Squared was not --
10 J-Squared Oregon, of course, was not performing under
11 its contract?

12 A. I would characterize it to say that I
13 don't -- certainly didn't closely scrutinize their
14 contract. So, again, because J-Squared rolls up under
15 myself, I'm really looking at how I'm performing
16 against the territory. So they're one of the channels
17 that I use. So from that angle, I knew that we were
18 coming up short in design ins in the territory to be
19 sure.

20 Q. Did you ever communicate that to J-Squared
21 Oregon?

22 A. I don't think there's anything written
23 that -- that says that. Though, again, in the
24 day-to-day meanderings, in the monthly visits we did
25 together, it was implicit in our activities that we

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1 were looking for design ins.

2 Q. Did you ever say to -- you had communication
3 with Steve Blommme; right?

4 A. Yes. I know Steve.

5 Q. And did you ever say to him, Steve, you know,
6 we're in October here, and we're a little concerned
7 about the design-in criteria? Have you ever that
8 conversation?

9 A. I couldn't recall any specific conversations
10 where I would have said that to him, though it would
11 not have been uncharacteristic to say something like
12 that.

13 Q. But you don't recall whether it happened or
14 not?

15 A. I can't specifically cite any conversations.

16 Q. Now, when you say that you had a concern
17 about the design wins, was that concern after you saw
18 the information from J-Squared Oregon or after?

19 A. I'd say I had a general concern for
20 design ins the entire year. That's something I watch.

21 Q. You had stated that, in connection with your
22 own sort of assessment of your performance --

23 A. Right.

24 Q. -- you had identified maybe some
25 shortcomings?

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1 A. That's correct.

2 Q. Now, when did you identify those
3 shortcomings? When was the date of that?

4 A. I can't recall.

5 Q. Was it before you got the information from
6 J-Squared or after?

7 A. I -- I couldn't say.

8 Q. And just to be clear, there was no -- during
9 this whole relationship, there was no formal
10 performance-review process?

11 A. I think we've established that, right,
12 except --

13 Q. So the answer's yes?

14 A. Yes.

15 Q. Mr. Robinson, can I get you to just quickly
16 look at J-Squared -- I'm sorry. I keep calling it
17 J-Squared, but it's Exhibit 4.

18 Have you ever seen that document before?

19 A. Not prior to -- not prior to this case. This
20 was -- this was included in the packet of stuff that
21 was received, so I put my thumb on this.

22 Q. Okay. What's your general understanding of
23 what this two-page document is?

24 A. This, again, is a fairly common, formatted,
25 Motorola-type PowerPoint slide presentation. And I

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1 A. For supplemental information, right. That's
2 what that request said.

3 Q. Right.

4 A. It said I've got the information for these
5 accounts, can you -- got anything else, anything else
6 you want to tell me about? And that's basically --

7 Q. Was there -- what was your -- what was
8 your -- if you could flash back to late 2003, what was
9 your opinion of what kind of job J-Squared Oregon was
10 doing?

11 A. My general -- my general recollection of that
12 year was that we were behind on our design ins, and I
13 don't have any direct recollection of revenues. And my
14 direct recollection is that I got along real well with
15 all those guys. It's a good group of guys.

16 Q. So would you have anticipated that the
17 relationship would continue as far as you were
18 concerned?

19 A. I had no anticipation.

20 Q. Well, recognizing it's not your decision to
21 be made, you had -- you were not raising any objections
22 to your management by saying we need to replace
23 J-Squared Oregon?

24 A. I don't think I ever made any requests like
25 that.

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1 Q. Okay. But -- and there wouldn't really have
2 been a basis for that request based on the performance
3 so far?

4 A. I don't recall ever making -- making any
5 request of that nature at all.

6 Q. Okay. Now, give me some specifics on your
7 belief that there were some issues with the design --
8 design wins.

9 A. Help me with that. What are you asking?

10 Q. You said that you -- you had a question
11 regarding whether they were -- whether you were --
12 meaning you and J-Squared --

13 A. Right.

14 Q. -- were meeting the predetermined criteria
15 for design wins.

16 A. Right.

17 Q. Can you expand on that?

18 A. Other than to say that both myself and
19 J-Squared are given design-in goals, generally, I
20 mostly care about my goals, but certainly their goals
21 are going to coincide with mine. They weren't
22 making -- we weren't having particularly good success
23 with design-in activity in that portion of the
24 territory in 2003 --

25 Q. Okay.

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1 A. -- or '04.

2 Q. Could you flip back to page 20 of
3 Exhibit 14B, which is the performance criteria for
4 J-Squared Oregon?

5 A. Yes. This matrix we looked at before?

6 Q. Right.

7 Now, at the time you were looking for this
8 information, it was -- it was just at the inception of
9 the sixth month -- or I should say the seventh month
10 that J-Squared Oregon was involved in this endeavor;
11 correct?

12 A. Yes.

13 Q. And it appears that the only metric regarding
14 design wins that would apply to that time period was
15 one.

16 A. Yes.

17 Q. And that time period hadn't even elapsed yet.
18 So how could there have been a concern with design wins
19 yet when J-Squared Oregon wasn't even responsible for
20 having one at the time you were asking for the
21 information?

22 A. The concern is the continuum lasts all the
23 time. It doesn't -- the concern for design wins is
24 cumulative, but it's always there, so --

25 Q. Okay. But they hadn't -- they hadn't -- they

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1 hadn't not met a performance criteria here; correct?

2 A. I -- well, actually, as you stated there, I
3 guess they had; right?

4 Q. How?

5 A. Is that Q3 made -- we were required to have
6 one design in, and we had none then; is that correct?

7 I guess I shouldn't ask you any questions.

8 Q. Right. Well, if the -- if the contract was
9 incepted at some time in the middle of May --

10 A. Uh-huh.

11 Q. All right? We flash forward -- jump forward
12 six months from May 15th, that gets us to
13 November 15th?

14 A. Yes.

15 Q. So you were asked for this information, you
16 said, in -- at least from this e-mail, it was before
17 the end of that year?

18 A. Yes.

19 Q. So we weren't even through the third quarter
20 yet, were we?

21 A. No.

22 Q. So J-Squared Oregon didn't even have to, at
23 that point, to be in compliance with the metrics, to
24 have a design win?

25 A. Okay.

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1 Q. Is that fair?

2 A. It -- under that reasoning, that's fair.

3 I -- you're doing math for me, so . . .

4 Q. Well, I mean, what my concern is, is you're
5 saying that J-Squared Oregon -- you had a concern about
6 their design-win activities.

7 A. Yes, all of our design activities in general,
8 right.

9 Q. But in terms of the contract language, they
10 still were in the quarter in which they had --

11 A. Yes.

12 Q. -- to achieve that goal?

13 A. That's true. It doesn't alleviate me from
14 having concerns about design-in activities.

15 Q. Okay. But as far as you knew, when
16 Kim Crawford was contacting you for information on
17 J-Squared's performance -- J-Squared Oregon's
18 performance, you had no reason to highlight design-win
19 failure as a concern based on the fact that they had no
20 obligation for design wins --

21 A. I don't know that I gathered -- again, this
22 thing's a continuum, and I don't know that I would have
23 coalesced the thinking in that -- in that manner. You
24 know, how's the design-in activity going, Dennis, as it
25 comes to the end of the year? Oh, not that good.

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1 Q. Well, I mean --

2 A. You know, I don't think the question was ever
3 posed. It's -- it's Q3 they're required to have one
4 design in. Is it complete or not what your concern
5 is. The information wasn't presented in that fashion.

6 Q. Mr. Robinson, earlier today, we talked about
7 the timetable where one could expect from move -- to
8 move from the starting blocks to a design win.

9 A. Right.

10 Q. And I think, to be fair, you said that it
11 could be a year, maybe six months, somewhere in that
12 timetable; right?

13 A. Yeah.

14 Q. And that actually correlates very nicely with
15 the performance standards that the record shows that
16 you had some part to do with but perhaps you hadn't.
17 Is that -- is that -- these performance standards,
18 whether you had a hand in them or not, they jibe with
19 your testimony.

20 A. Which would be consistent, right.

21 Q. Right. So to have a design win in the third
22 quarter would allow J-Squared Oregon nine months to get
23 there.

24 A. Uh-huh.

25 Q. Right? Now, when you were asked for this

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1 information, how many months did they have to get
2 there.

3 A. We established, what, six and a half months?

4 Q. Six, right. So as far as the contract was
5 concerned, they -- they were in the quarter where they
6 were not only supposed to realize these design wins by
7 contract, but, practically, that's the way it would
8 work; correct?

9 A. Right. And if there were -- and if there was
10 no prospect for design in or concern, I certainly would
11 have expressed it at that time.

12 Q. Okay. So, now, if we go back and you're
13 making an assessment as of what you knew as of the end
14 of 2003 as to whether J-Squared was performing under
15 the contract, does it change your mindset that the
16 design-win issue was something that was supposed to
17 come to fruition in the months that were after you made
18 your inquiry?

19 A. No, I don't think that changes my mind.

20 Q. Okay. Well, I mean, these metrics -- you
21 will agree that J-Squared Oregon wasn't in
22 noncompliance with that metric as it's written in this
23 contract? You would agree with that?

24 A. I -- I --

25 Q. I mean, it's pretty tough to disagree with

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1 that based on --

2 A. I know -- I know what you're saying, and I
3 know where you're driving. It's just you're asking me
4 to interpret this contract as a contract. I'm telling
5 you as a sales guy where we were driving. So I'm able
6 to voice my opinion about being a sales guy in the
7 field.

8 Q. I'm not asking --

9 A. It's more difficult for me to -- to comment
10 about contractual obligations.

11 Q. Okay. I'm not asking you to interpret the
12 contract. You do see there that, in this contract,
13 under quarter three, it's the first time a design win
14 uses a metric?

15 A. Yes.

16 Q. And you do recognize that three-quarters of a
17 year would be a nine-month time period?

18 A. That's the completion of a --

19 Q. Okay. A salesman knows that. A lawyer knows
20 that. Motorola's chief executive officer would know
21 that. That's not something that is specific to some
22 sort of discipline and knowledge.

23 A. Right.

24 Q. All right? So as somebody that understands
25 that concept, and as somebody that was supposed to

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1 monitor or was in the best position to monitor
2 J-Squared Oregon's performance under the contract, it
3 was clear that that metric hadn't even been required as
4 of the time you were requested to obtain performance
5 data?

6 A. That's a fair statement.

7 Q. Okay. So when you were asked to get data on
8 J-Squared Oregon, you would not have been -- strike
9 that.

10 When you were asked to get information on
11 J-Squared Oregon, they were not yet at a point where
12 design wins were one of the performance metrics that
13 were required in Exhibit 4; is that fair?

14 A. That -- that may be a fair statement. That
15 is a fair statement. However, it doesn't -- it doesn't
16 negate the fact that I would have a concern over design
17 wins.

18 Q. Sure. You would -- you would like to see
19 design wins in month one?

20 A. Sure.

21 Q. In two, and in three, and four, five, every
22 month --

23 A. Yes.

24 Q. -- of the contract.

25 A. Right.

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1 Q. But as far as this contract is concerned,
2 when we're setting down the benchmarks, we would have
3 anticipated seeing those in -- in the months six
4 through nine?

5 A. Yes.

6 Q. Is that fair?

7 A. That's -- that's what we said, yeah.

8 Q. And that's consistent with your earlier
9 testimony?

10 A. Yes.

11 Q. So for J-Squared Oregon not to have had a
12 design win as of late 2004 would not signal a
13 nonperformance to -- in relation to Exhibit 4; you
14 would agree with that?

15 A. Yes.

16 Q. So when you talked about your concerns about
17 design wins, that was just your concern with design
18 wins that you have every day that you wake up?

19 A. That's right.

20 Q. Now, comparing that concern that you have
21 every day when you wake up with the reality of what
22 J-Squared was engaged to do, would it have been your
23 anticipation that it wouldn't have been uncommon for it
24 to have taken six months for them to secure their first
25 design win?

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1 A. That wouldn't be uncommon.

2 Q. Okay. And as long as they got that first
3 design win before the expiration of nine months, then
4 they would be in compliance with this metrics?

5 A. That's correct.

6 Q. And there may be some question as to when the
7 nine months started and where it ended, but based on
8 this contract, if they did the things that they were
9 told that they needed to do within the applicable time
10 periods, they would be performing contractually?

11 A. Yes.

12 Q. And this is the final question I'll ask you
13 on this: So in terms of whether they were performing
14 in connection with Exhibit 4, design wins were not even
15 an issue based on the timing that you were required to
16 give the information?

17 A. We were within that time frame where
18 design ins were an issue, so we -- within that quarter
19 when I was asked to report, design ins were highlighted
20 because that's -- the deadline hadn't reached, as
21 you've pointed out many times, but it was coming -- it
22 was in there -- it was something we needed to measure.

23 Q. Okay. Well, if J-Squared came in at the
24 beginning of month seven and was a design win, one at
25 the beginning of month eight and one at the beginning

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1 of month nine, that would be --

2 A. Very nice.

3 Q. -- very nice.

4 And if they came in with five on the last day
5 of the ninth month, that would even be better?

6 A. That would be fine, too, yeah.

7 Q. All right. And the reason why the design
8 wins were set out to be a metric after nine months is
9 because the reality of it is it takes time to achieve
10 them; correct?

11 A. Yeah, that's certainly part of it.

12 Q. Okay. So to expect them to have achieved
13 design wins at some point prior to six months may have
14 been a little bit unreasonable? You would like to have
15 seen it, but --

16 A. I can't characterize it as unreasonable, but
17 you would -- you would like to see it.

18 Q. And what is your -- what is your feeling on
19 the -- as somebody with the expertise in sales that you
20 have in this industry, how realistic are these metrics?

21 A. I think that there was a reasonable amount of
22 sanity put on these metrics. These don't seem to be
23 particularly unreasonable.

24 Q. Right. So there was a thought process
25 involved with setting these out?

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1 A. Yeah, you would hope so.

2 Q. Right.

3 One of the major components to the metrics
4 is -- is it revenue line? Right? Is that right?

5 A. Yes. This is territory revenue in C here,
6 yeah, uh-huh.

7 Q. Obviously, the others are important, and
8 we've gone over this earlier, but that's a pretty good
9 indicator of, you know, successful sales?

10 A. Yes.

11 Q. The money that comes in?

12 A. It's a good thing.

13 Q. If we could quickly go to J-Squared 10, which
14 we were unable to look at earlier --

15 A. Oh.

16 MS. CATES: Is that his copy?

17 Q. (By Mr. Bellew) It's going to be -- you can
18 use that one?

19 A. All right.

20 Q. Have you seen that document before?

21 A. We're talking about the cover letter on this
22 or the matrix afterwards or both?

23 Q. This is one document.

24 A. I don't know that I've seen this exact
25 document, but I've seen formatted documents that look

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1 Q. Okay. It says, "Unfortunately, I will not be
2 realizing the revenue since Motorola's terminated the
3 contracts"; right?

4 A. That's what it says.

5 Q. Okay. But that would have been a design win
6 assuming it came to fruition?

7 A. That -- that would be true. If that came to
8 fruition, it would be a design win. That's sales.

9 Q. What we could probably do to speed this part
10 of it up, if we can go off the record, I can mark these
11 real quick, give you a chance to look at them, and then
12 we can go a little more quicker on the questions. Is
13 that fair?

14 A. Yes.

15 Q. Instead of spending a lot of time -- okay.

16 THE VIDEOGRAPHER: We're off the record. The
17 time is 5:02.

18 (Pause in proceedings.)

19 (Exhibits 43 through 70 were marked.)

THE VIDEOGRAPHER: We're back on the record.

21 The time is 5:23.

22 Q. (By Mr. Bellew) Mr. Robinson, we've marked a
23 series of exhibits that are 43 through 70, and we've
24 given you a chance to look at those in the interest of
25 time. And these are various discussions between

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1 yourself and employees of my client; correct?

2 A. That's correct.

3 Q. And these discussions, is there anything in
4 these e-mails that is inconsistent with your
5 recollection of how things occurred?

6 A. No.

7 Q. And would you describe these communications
8 as related to sales efforts for the most part?

9 A. For the most part.

10 Q. And do they identify committed, uncommitted,
11 those types of --

12 A. Yeah. At the very least, these are starting
13 to describe our target accounts as we move through the
14 chain.

15 Q. Okay. And, for example, you've looked at
16 Exhibit 43, and that deals with the University of
17 Washington; right?

18 A. Right.

19 Q. So that was an account that both you and
20 J-Squared were coordinating on; correct?

21 A. Yes.

22 Q. And the efforts with that account would be
23 efforts that could have met the metrics? Assuming that
24 there was an uncommitted or a committed, that would be
25 an account that could qualify for some of these

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1 metrics?

2 A. There was a run-rate account that we had. It
3 looks like we may have talked to them about selling a
4 new product. I can't tell you if they're going to meet
5 the design or not, but these are certainly target
6 accounts or existing accounts. We'd want to talk about
7 new programs.

8 Q. What about the VideoTele?

9 A. It's an existing account, as well. So
10 that -- that has run-rate programs in it. And this
11 e-mail, if I recall, was our interrogation about some
12 new sales efforts there.

13 Q. Okay. And you were looking at 44 --
14 Exhibit 44 there?

15 A. That's right.

16 Q. Okay. And Exhibit 45, it says, "Subject:
17 Uncommitted LocalDial"?

18 A. Right.

19 Q. Is that how Steve Blommme would communicate to
20 you a -- an uncommitted, just by an e-mail?

21 A. Not necessarily, but in this case, he
22 certainly did.

23 Q. Would there be any follow-up to see if
24 that -- if that was substantiated?

25 A. I don't know what you mean. I know

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1 LocalDial. I visited them many times, personally. So
2 the fact that he labeled it uncommitted -- I mean, I
3 understand the nature of the account, so . . .

4 Q. Okay. Well, I mean --

5 A. I would say his characteristic of
6 uncommitted, pretty accurate.

7 Q. Okay. Well, would -- would -- would there be
8 any follow-up to determine whether his assessment was
9 accurate?

10 A. Yes.

11 Q. 46, Exhibit 46, that's a sales quotation?

12 A. Uh-huh.

13 Q. And who's the client there.

14 A. The prospect is General Dynamics in Redmond,
15 Washington.

16 Q. And they're a military contract, aren't they,
17 General Dynamics?

18 A. Yes.

19 Q. A pretty substantial customer?

20 A. Not for me, but a substantial target for
21 sure, but not -- customer differentiating, again,
22 between people who actually buy stuff for you and
23 prospects or targets, people who you want to sell to.

24 Q. Okay. And this -- this is a sales quotation;
25 right?

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1 A. Yes.

2 Q. Do we know if this ever came to fruition?

3 A. I don't believe so.

4 Q. So what would this constitute? Would this
5 constitute at least an uncommitted?

6 A. It's tough to say, but it certainly was a
7 target account they felt good enough about to quote a
8 product on, so . . .

9 Q. How about the next one, 47? It's F22 Test
10 Systems Project. Do you see that?

11 A. Yes.

12 Q. What's the company that's involved there?

13 A. If you look down here, if it's F22, it's
14 probably Boeing.

15 Q. Well, Myron Lee's -- his e-mail is
16 @f22boeing.com?

17 A. Yeah. There you go. It's at Boeing.

18 Q. So this is some -- some sales efforts with
19 Boeing; correct?

20 A. That's right.

21 Q. And they're based out of Seattle, aren't
22 they?

23 A. Yes.

24 Q. They would be a substantial --

25 A. It's a beautiful target account for us.

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1 Q. Beautiful. Beautiful.
2 A. Target account.
3 Q. So they were at least uncommitted?
4 A. Again, on this sort of stuff here, I'm not
5 even sure it would reach uncommitted. Like I said,
6 it's a target account, beautiful target account.
7 Q. Okay. The next one is 48. It's talking
8 about PrPMC System Opportunity, Portland. Do you see
9 that?
10 A. Yes.
11 Q. Kentrox?
12 A. Kentrox, uh-huh.
13 Q. And there's at least -- it's Steve Blomme
14 making a proposal; right?
15 A. Right.
16 Q. So this again identifies some sales
17 activity --
18 A. This is prospecting a target account to be
19 sure.
20 Q. Okay. And what about 49? Straightline, is
21 that the company?
22 A. I'm looking down it. Yes, Straightline.
23 Q. Okay. And this looks to be sort of a call
24 report at the very beginning?
25 A. Right.

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1 Q. Is that what you call that, a call report?

2 A. Yeah.

3 Q. Were there any requirements for submitting
4 call reports, or was that just --

5 A. It's pretty customary in the industry just in
6 the call reports. She didn't attend but had an
7 interest in --

8 Q. Okay.

9 A. This looks like he made a call, just
10 Straightline without me, so he's doing me the courtesy
11 of telling me what he did.

12 Q. Okay. But if he -- on the sales calls that
13 you were together, he wouldn't need to give you a call?

14 A. No, because I was there and took my own
15 notes.

16 Q. Do you give any sales-call reports to your
17 supervisors?

18 A. As requested, but I don't offer them.

19 Q. All right. If there's -- a little bit of a
20 nuisance in your job --

21 A. That's right.

22 Q. -- I suspect?

23 A. That's right.

24 Q. So was there any protocol in place to receive
25 sales calls from -- sales reports, I should say, from

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1 J-Squared?

2 A. I think the best way to determine it would be
3 it was just customary for sales people to give me call
4 reports when I didn't go on a call.

5 Q. This 51 deals with Mike Shurtleff, Naval
6 Undersea Warfare Centre. Do you see that?

7 A. Uh-huh.

8 Q. Was that a prospect or --

9 A. Yeah. I would term Naval Undersea Warfare
10 Centre as a one-time customer, and I'm not sure the
11 status of this, but certainly, again, he's prospecting
12 for a new target opportunity.

13 Q. Okay. And this is your response to a
14 Steve Blomme e-mail. It says, "We definitely want to
15 follow up on this one for size and timing."

16 A. Right.

17 Q. "It may qualify for design in," and you have
18 an exlamation point there; right?

19 A. Right. That would be accurate. So I was
20 telling him let's look at opportunities that qualify
21 for design ins, not small ones. This one doesn't sound
22 small. Let's size it.

23 Q. Okay. And then 52 is an e-mail from
24 John Mitchell to you and Steve Blomme as well as
25 others. Do you see that?

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1 A. Yes.

2 Q. And this is setting up your schedule for a
3 visit to Portland?

4 A. Right.

5 Q. It looks like you're making three calls
6 there; right?

7 A. Right.

8 Q. FEI?

9 A. Uh-huh.

10 Q. VideoTele?

11 A. Yes.

12 Q. And Tektronix?

13 A. Right.

14 Q. Now, whose customers were those initially?

15 A. VideoTele was our direct account. Tektronix
16 was actually an account of Motorola and of
17 Meredith Jaeger, who's on this copy -- this cc here,
18 the Arrow rep. She sold into there, as well. I don't
19 know if John sold into there. And FEI, too, was a
20 customer of Meredith's. I don't recall if John sold in
21 there or not.

22 Q. The next one, 53 -- we're going to go through
23 these quickly --

24 A. Uh-huh.

25 Q. -- Lattice, is that how you say that?

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1 A. Sure.

2 Q. "Send me lead report." So it's a lead that
3 they're following up on there?

4 A. Yeah, that appears to be what it is.

5 Q. And this 54, this is actually a spreadsheet
6 with leads that you're sending to Steve Blomme;
7 correct?

8 A. That's correct.

9 Q. Part of -- part of this joint venture
10 involved Motorola actually identifying possible leads;
11 right?

12 A. That's right. These -- these leads came from
13 various marketing sources, trade shows, magazines, Web
14 registrations, and we would forward them off the reps
15 for follow-up.

16 Q. So you were actually giving J-Squared leads
17 on prospective customers --

18 A. These are --

19 Q. -- joint venture?

20 A. These are unqualified leads, yeah.

21 Q. Okay. And so to a certain extent, you know,
22 that was -- it was desirous that that was going to
23 forward the joint venture that, they would have these
24 leads and that they would make a call on them?

25 A. We sent it to them to help them out.

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1 Q. Okay. Fifty-seven, Exhibit 57, this deals
2 with **Midstream**?

3 A. Right.

4 Q. What were they?

5 A. Another target account. My recollection on
6 **Midstream** was that we wanted to -- their desire was to
7 get a very fast Intel-based CPU card, which we simply
8 didn't build, and it looks like some of this is talk on
9 that -- the sales guy's designing a board that fit and
10 our realization that that probably wasn't going to fit.

11 Q. Fifty-eight was 888 LocalDial?

12 A. This is -- yes, LocalDial.

13 Q. What was the substance of that --

14 A. LocalDial was a account in Oregon that
15 sold -- they call it local toll bypass service. It's a
16 subscription service for telephone whereby local users
17 could bypass long-distance toll fees by using their
18 service. So they had existing product that was based
19 on what John describes here, this Advantec Chassis, et
20 cetera. So John and I targeted that as an account to
21 go try to sell.

22 Q. Would that be uncommitted?

23 A. At best. Again, these guys were a target
24 type of an account.

25 Q. Exhibit 60, did you have any information

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1 regarding Kevin Parslow's desire to not issue any
2 additional press releases?

3 A. Didn't have any insight into it. This looks
4 like my forwarding of what I was told. It looks like
5 Steve's asked me, and I went up and got an answer for
6 him. I went up through the chain of command, I
7 believe. Shannon -- this Shannon here, I think, is
8 Shannon Reid. She worked in Marcomm.

9 Q. And the upshot of that is that Motorola would
10 not agree on a joint press release, essentially?

11 A. I don't know if it was an agreement issue or
12 not, but certainly Kevin directed -- directed us that
13 we would not be doing any more press releases --

14 Q. Well, Steve was -- he was inquiring as to
15 whether there could be a press release similar to the
16 one attached --

17 A. That's right.

18 Q. And he was told by Motorola that they -- they
19 would sign off on one, perhaps, but they weren't going
20 to actively release those -- is that accurate?

21 A. I mean, that's -- yeah. That's -- there was
22 something about that in here.

23 Q. Okay. Exhibit 62, it's an e-mail from
24 Steve Blommie to Kim Crawford?

25 A. Yep.

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1 Q. Discussing opportunities, I guess, at Boeing,

2 AWACS?

3 A. Right.

4 Q. "The Boeing opportunity is for around 350
5 boards if we win all six projects" --

6 A. Right.

7 Q. -- whatever became of that?

8 A. My recollection is not much. We very clearly
9 didn't win six projects. And, in fact, I believe
10 there's no continuing business on this at all.

11 Q. What about this 63, Credence? Is that
12 another company?

13 A. Credence is another prospect, uh-huh.

14 Q. And there was a nondisclosure agreement with
15 Credence?

16 A. Help me where we are.

17 Q. Sixty-three.

18 A. Oh. I'm sorry. We moved to 63.

19 Yes. This is just, again, another target
20 account. Apparently, they required us to have a
21 nondisclosure agreement in place before we talked to
22 them.

23 Q. What about Exhibit 64? That's University of
24 Washington again?

25 A. Right.

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1 Q. What was the status of that account?

2 A. The University of Washington was a
3 preexisting Motorola account, so it was a target for
4 new design-in opportunities.

5 Q. Sixty-six there, that deals with the trade
6 show, does it?

7 A. Where are we? 9-23. This is -- as I recall,
8 this is J-Squared -- and I could be wrong on this, but
9 as I recall, this is J-Squared's independent activity
10 at a trade show, and he's telling me, hey, we at
11 J-Squared are going to this trade show.

12 Q. And that was one of the requirements under
13 the contract. We went over that earlier; correct?

14 A. Right.

15 Q. And he's letting you know that he's -- he's
16 doing that; correct?

17 A. Yes.

18 Q. What does your 67 look like?

19 A. This is what 67 looks like.

20 Q. It's a duplicate. We're going to keep it as
21 67 for the purposes of continuity.

22 Sixty-eight deals with VideoTele; right?

23 A. Yes.

24 Q. Do you have any idea of what became of
25 that --

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1 A. Yeah. VideoTele, this is another targeted
2 opportunity in an existing account and -- who went on
3 to build their own product. So, again, we sold
4 nothing.

5 Q. This 69, is that an e-mail from a Phil
6 Spivey?

7 A. That's from Phil Spivey, yes.

8 Q. Okay. Who is he?

9 A. Phil Spivey is a Motorola employee who's had
10 various responsibilities. I'm not sure what he was
11 doing in this time frame.

12 Q. Okay. That's announcing the agreement with
13 C & -- meaning C ampersand -- S --

14 A. Yes.

15 Q. -- of Dallas?

16 A. That's right.

17 Q. Okay. I'm particularly interested in that
18 second paragraph. It says, "We're taking a reasonably
19 slow approach to signing reps up. We have an untested
20 program that may well need modification. Before we go
21 too wide, we want to test things out. That's not to
22 say we have the brakes totally on, but we are
23 proceeding cautiously. In the pipeline, we have one
24 candidate in western Canada, two in eastern Canada, one
25 in San Jose, and one in Boston."

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1 Do you have any understanding why there was
2 this -- like this reluctance to move forward quickly?

3 A. Not anything past what he says here. It just
4 sounds like he's being cautious.

5 Q. The final one is marked 70; correct?

6 A. Yes.

7 Q. What does this deal with? It deals with a
8 rep contract for northern California; right?

9 A. Let's see what I've got here. This is
10 Larry Terry writing. It's saying northern California,
11 though. I wouldn't associate Larry with northern
12 California.

13 Q. It says, "Interview for" -- it indicates,
14 "Interview with rep for hire."

15 A. Right.

16 Q. It says, "Hold off forwarding this to J2
17 until we get a couple more things in place."

18 A. This is from Jeanne Kolasa to Larry Terry.
19 It looks like they're referring to some document that I
20 don't know.

21 MS. CATES: Object to foundation.

22 Q. (By Mr. Bellew) All right. So there was at
23 least some discussions back in September of 2002, as
24 far as this e-mail, regarding J-Squared's contract?

25 A. Yeah. That's what it looks like.